



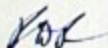
BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work: - Comprehensive Developmental of
parks at GKV layout in Kempegowda ward no:01

Estimate Cost: 300.00 Lakhs


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YELAHANKA DIV

	Kurlappa layout low laying areas in Kempegowda ward no.01				Portal	
05	Construction of Rain water lead of drain at Kondappa layout 19 th to 28 th Cross in Chowdeshwari ward no.02	125.00	1.875	-	As per e-Procurement Portal	03 Months
06	Improvements to roads and drains at SC/ST area surrounding in ward no.03	99.90	2.00	-	As per e-Procurement Portal	03 Months (including monsoon)
07	Improvements to roads and drains at Attur Village surrounding areas in ward no.03	100.00	2.00	-	As per e-Procurement Portal	03 Months (including monsoon)
08	Improvements to roads and drains Dobhighat and Surrounding areas at Ananthapura in ward no.03 Attur	100.00	2.00	-	As per e-Procurement Portal	03 Months
09	Providing street name Boards in ward no.03 of Yelahanka Satellite Town Sub Division	50.00	0.50	ST	As per e-Procurement Portal	03 Months
10	Improvements of Anganawadi building and construction of Government school buildings at Attur Village in ward no.03 of Yelahanka satellite town sub division	100.00	2.00	-	As per e-Procurement Portal	06 Months (including monsoon)
11	Additional Development works to parks at major Sandeep Unnikrisnan Road in Attur ward no.03	200.00	3.00	-	As per e-Procurement Portal	03 Months (including monsoon)
12	Construction of New Education of Public school building at Yelahanka New Town CA Site no 5B in ward no.04 Banjara Lambani Samaja	175.00	2.625	-	As per e-Procurement Portal	04 Months (including monsoon)

13	Improvements to roads and drains at Someshwaranagara in ward no.04	202.00	3.03	-	As per e-Procurement Portal	04 Months (including monsoon)
14	Improvements to roads and drains at Allalasandra Ambedkarnagara Kanaka nagara and LBS nagara in ward no.04	99.00	1.98	-	As per e-Procurement Portal	03 Months
15	Improvements to Anganawadi building and Improvements of Government school buildings in ward no.04 of Yelahanka satellite town sub division	100.00	2.00	-	As per e-Procurement Portal	06 Months (including monsoon)
16	Providing Energy efficient LED Street lights control Switches and Wires around ward no.04	25.00	0.50	Others	As per e-Procurement Portal	03 Months
17	Development of parks and providing childrens playing equipments Judicial layout and GKVK layout in ward no.04	150.00	2.25	-	As per e-Procurement Portal	06 Months (including monsoon)
18	Providing Chain link fencing in ward no.04	50.00	0.50	SC		03 Months
19	Construction of Concrete roads and drains and providing street lights at	200.00	3.00	-	As per e-Procurement Portal	03 Months

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[Signature]

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[Signature]

	Kasagattapura Grama Panchayathi Village limits				Portal	
20	Construction of Concrete roads and drains and providing street lights at Singanayakanahalli Grama Panchayathi Village limits	100.00	2.00	-	As per e-Procurement Portal	03 Months
21	Construction of Concrete roads and drains and providing street lights at GuniAgrahara Panchayathi Village limits	100.00	2.00	-	As per e-Procurement Portal	03 Months
22	Construction of Concrete roads and drains and providing street lights at Shivakote Grama Panchayathi Village limits	100.00	2.00	-	As per e-Procurement Portal	03 Months
	Call-II					
23	Providing and supplying of Racks for Record Room in BBMP division office in chowdeshwari ward no -02 of yelahanka Sub division	5.00	0.125	Others	As per e-Procurement Portal	03 Months

NOTE:

1. Pre bid meeting will be held on 04-12-2020 at 15.00 hours in the office of the Chief Engineer (Yelahanka zone) to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
2. Technical Bids will be opened on the website <https://eproc.karnataka.gov.in> in the office of the Executive Engineer -Yelahanka Division on 14-12-2020 at 16.00 hours.
3. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website <https://eproc.karnataka.gov.in>
4. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
5. All the required information required for Bids must be filled and submit online.
6. For details, registration and e-payment visit GOK e-Procurement website <https://eproc.karnataka.gov.in> or contact e-Procurement Helpdesk at 080 - 22371090, 22340060, 22340948
7. This tender notice can also be seen on the BBMP website www.bbmp.gov.in

Sd/-
Executive Engineer
Yelahanka Division
Bruhat Bengaluru Mahanagara Palike

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Copy Submitted to:-

1. Personnel Secretary
2. Mayor
3. Personnel Assistant
4. The Commissioner
5. Special Commissioner
6. Engineer - in - Charge
7. Council Secretary
8. The Chief Engineer
9. The Chief Engineer
10. The Chief Engineer
11. The Chief Engineer
12. The Chief Engineer
13. The Chief Engineer
14. The Chief Engineer
15. The Chief Engineer

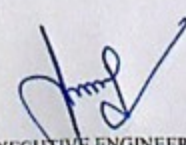
Copy Submitted to:-

1. Personnel Secretary to Worshipful Mayor to bring to the kind notice of the Worshipful Mayor.
2. Personnel assistant to Deputy mayor to bring to the notice of Deputy Mayor
3. The Commissioner, BBMP for kind information.
4. Special Commissioner (Projects)/Additional Commissioner(Projects) for kind information
5. Engineer – in – Chief, BBMP for kind information.
6. Council Secretary to bring to notice of the Standing Committee (Major Works).
7. The Chief Engineer / yelahanka zone / (Road Infrastructure)/Environment/Markets/ South zone/ West zone/ East zone/Rajarajeshwari Nagar zone / Bommanahalli zone/ Dasarahalli zone/ Yelahanka zone/ Mahadevapura zone/ (SWD) for kind information.
8. The Superintending Engineer, yelahanka zone / (Road Infrastructure)/ South/East/West/ Rajarajeshwari Nagar/ Bommanahalli / Dasarahalli/ Mahadevapura Zone for kind information.
9. Directorate General of Commercial Intelligence and Statistics, 565, Anandapur, Ward No.- 108, Plot No.-22, Sector-1, Kolkata-700107, India, for kind information with a request to publish the same in the Indian Trade Journal.
10. The Joint Secretary(UDD) and the State Tender Bulletin Officer for kind information with a request to publish the same in the State Tender Bulletin
11. CAO / Chief Auditor for kind information.
12. IT Advisor with a Request to publish the same in the BBMP Website.
13. All Executive Engineers with a Request to publish the same in the Display /Notice Boards.
14. ACF (Yelahanka) / Accounts Superintendent / Cashier for information for necessary action.
15. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
16. Notice board Office Copy

Executive Engineer
Yelahanka Division
Bruhat Bangalore Mahanagara Palike


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SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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Sl No	Description of equipment	Qty	Ownership
1	Excavator	1 No	Own/lease
2	Concrete Mixer Machine	1 Nos	Own/lease
3	Needle Vibrator	1 Nos	Own/lease
4	Tipppers / Tractors	2 Nos	Atleast 50 % own
5	Water tankers	2 Nos	Atleast 50 % own

(b) Liquid assets and /or availability of credit facilities of not less than Rs. 75.5 Lakhs (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.

- 3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.
- 3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.
- 3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

$$\text{Assessed available tender capacity} = (A \cdot N \cdot 1.5 - B)$$

Where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to 2019-2020 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at 2019-2020 price level, of existing commitments and on-going works to be completed during the next 06 months

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

- 3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

- 4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

- 5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

- 6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the

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YELAHANKA DIV

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

- 10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

- 11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
- 11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.
- 11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract.

12. Tender validity

- 12.1 Tenders shall remain valid for a period not less than one hundred eighty (180) days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

- 13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates

- a) upto Rs.20 Lakhs - 2.5%
- b) Rs.20 Lakhs and above upto Rs. 1 crore - 2% subject to a minimum of Rs. 50,000/-
- c) Rs. 1 crore and above up to Rs. 10 crores - 1.5% subject to a minimum of Rs. 2,00,000/-
- d) Rs. 10 crores and above - 1% subject to a minimum of Rs. 15,00,000/-
- e) Fixed Deposit Receipt (FDR) subject to the following condition
 - Maturity date of FDRs issued by the Bank should be beyond the date expected date of finalization of the tender.

Earnest money deposit will have to be in any one of the forms as specified in the Tender document and as per circular PWD:15:ITC:2008/2009 Dated:02-12-2010 (Minimum of Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee/FDR issued by Nationalized/Scheduled Bank and shall have to be valid for 90 days beyond the validity of the tender.

As per Circular: PWD:15:ITC:2008/2009 Dated:02-12-2010 the Tenderer shall submit the ORIGINAL BG/FDR for Part EMD on or before the Opening of Technical Bid, if failed to submit, the bid will be rejected and the initial amount deposited through e-procurement will be forfeited and further their names will be proposed for Black Listing if resorted repeatedly.

- 13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.
- 13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

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with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.

2. No Physical Documents shall be considered. However, all the participating Tenderers shall produce all the Original Documents for Verification whenever asked by the Employer.

16. **Deadline for submission of the Tenders**

- 16.1 Tenders must be received by the Employer at the address specified above no later than **10-08-2020**, at 16.00 hours. In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next working day.
- 16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. **Late Tenders**

- 17.1 Any Tender received by the Employer after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer.

18. **Modification and Withdrawal of Tenders**

- 18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16.
- 18.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked "MODIFICATION FOR FIRST/SECOND COVER" or "WITHDRAWAL", as appropriate.
- 18.3 No Tender may be modified after the deadline for submission of Tenders.
- 18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.
- 18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

19. **Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:**

- 19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend on 14-12-2020.
- 19.2 at 16.00 hours on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

49-219.3 Envelopes marked "WITHDRAWAL" shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened.

49-319.4 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

49-419.5 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

49-519.6 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are

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SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____

(Attach Copy)

Principal place of business: _____

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant

2015 - 16
2016 - 17
2017 - 18
2018 - 19
2019 - 20

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum)			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2015-16						
2016-17						
2017-18						
2018-19						
2019-20						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers - in-Charge	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of	Place	Name and	Estimated	Stipulated	Date when	Remarks

⁷ Items of work for which data is requested should tally with that specified in ITT Clause 3
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VELAHANKA DIV

Form of Tender

Description of the Works:

(To be filled in by the Employer before issue of the Tender document)

Tender

To

Address

(To be filled in by the Employer before issue of the Tender document)

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of [in figures] [in letters].⁹

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

Name of Tenderer

Address:

Letter of Acceptance

(letterhead paper of the Employer)

[date]

⁹ To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the form of Tender

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Agreement Form

Agreement

This agreement, made the _____ day of _____, 20____
between _____
(hereinafter called "the Employer") of the one part and

(hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute

[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees _____.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) Notice to proceed with the works;
 - iii) Contractor's Tender;
 - iv) Contract Data;
 - v) Conditions of contract (including Special Conditions of Contract);
 - vi) Specifications;
 - vii) Drawings;
 - viii) Bill of Quantities; and
 - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

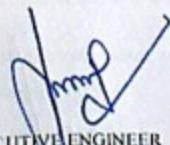
Signed, Sealed and Delivered by the said

in the presence of:

Binding Signature of Employer

Binding Signature of Contractor


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Conditions of Contract

A. General

1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 38 hereunder.

The Completion Date is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body who's Tender to carry out the Works has been accepted by the Employer.

The Contractor's Tender is the completed Tender document submitted by the Contractor to the Employer.

The Contract price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects liability period is the period named in the Contract Data and calculated from the Completion Date.

The Employer is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The Site is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A Variation is an instruction given by the Employer which varies the Works.

The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

- 2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement

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- (A) prevent loss or damage to physical property from occurring by taking appropriate measures or
- (B) insure against such loss or damage

12. Contractor's risks

- 12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

- 13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:
- (a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
 - (b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
 - (c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.
- 13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.
- 13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

- 14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

- 15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

- 16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

- 17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

- 18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.
- 18.2 The Contractor shall be responsible for the design of Temporary Works
- 18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

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27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

COST CONTROL

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him:

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);

(b) Omit any item of work;

(c) Change the character or quality or kind of any item of work;

(d) Change the levels, lines, positions and dimensions of any part of the work;

(e) Execute additional items of work of any kind necessary for the completion of the works; and

(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

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- (d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (e) The effect on the Contractor of any of the Employer's Risks.
- (f) The Employer unreasonably delays issuing a Certificate of Completion.
- (g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be exclusive of GST and inclusive of other taxes that the Contractor will have to be paid for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment:

GO-1 (As per the G.O. No.FD 3 PCL 2008, Bangalore, Dated: 21.11.2008)

If the period of execution is more than 6 months but less than or equal to 12 months for work costing more than Rs.50 lakhs, star rates in respect of specified materials (cement, steel and bitumen) only shall be payable to the contractor based on the all India average wholesale price index for the said materials. The star rates adjustment shall be as per the increase or decrease in the index as applied to the said materials between the last date for receiving bids and the date of execution as per the approved programme of works submitted by the contractor at the time of execution of agreement which shall mandatorily be a part of the agreement.

Government order-02.G.O.N.791 Exp-12/2015.dated.26.02.2016 Bangalore - Provision for price adjustment for specified materials for works - is under clarification as per Government order action taken.

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.¹⁰

- (a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work earned out beyond the stipulated period of completion for reasons attributable to the Contractor;
- (b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)
- (c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.
- (d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments: Refer Section 6: Contract Data

43. Securities:

of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

- 49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.
- 49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

- 50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.
- 50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

- 51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52. Release from performance

- 52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts

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Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY
FOR APPOINTMENT OF ARBITRATORS¹¹

1. Indian Council of Arbitration, New Delhi;
2. International Centre for Alternative Disputes Resolution (India);
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works
- 8.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:
Reference

Clause

- The Schedule of Operating and Maintenance Manuals [48]
- The Methodology and Program of Construction [25]
- Site Investigation Reports [14]
- The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. [25]

The Employer is:

[11]

Name: The Commissioner

Address: BBMP, N R. Square Bangalore-02

Name of authorized Representative:

Executive Engineer
Yelahanka Division
CMC road Yelahanka old town
BBMP, Bangalore - 560064.

The name and identification number of the Contract is

[1.1]
Comprehensive Developmental of Parks at GKVK Layout in
Kempegowda Ward no 01 The Works consist of Roads and Drains.

The start date shall be the date of issue of notice to proceed with the work. [11]

The Intended Completion Date for the whole of the Works is 04 months¹² with the following milestones [17, 26]

Milestone dates:

Physical works to be completed Period from the date of issue of Notice to proceed with the work

¹¹ Add any other Organization considered suitable.

¹² At the time of preparation of the tender document give the period required for completion of the work and the milestones. When the Agreement is drawn after award of contract the dates can be put in.

- L_0 = The average consumer price index¹⁹ for industrial workers for Bangalore Centre for the quarter preceding the date of opening of tenders as published by the Labour Bureau, Ministry of Labour, Government of India;
- L_1 = The average consumer price index for industrial workers for Bangalore Centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India
- P_L = Percentage of labour component of the work

Adjustment for Cement Component:

- (ii) Price adjustment for increase or decrease in the cost of cement component procured by the contractor shall be paid in accordance with the following formula.

$$V_C = 0.85 \times P_C / 100 \times R \times (C_1 - C_0) / C_0, \text{ Where,}$$

- V_C = Increase or decrease in the cost of the work during the quarter under consideration due to changes in the rates for cement;
- C_0 = The all India average wholesale price index²⁰ for cement (Ordinary Portland Cement) for the quarter preceding the date of opening of the tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi;
- C_1 = The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi
- P_C = Percentage of cement component of the work

Note: For the application of this clause index of Ordinary Portland Cement²¹ has been chosen to represent Cement Group

Adjustment for steel component:

- (iii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula.

$$V_S = 0.85 \times P_S / 100 \times R \times (S_1 - S_0) / S_0, \text{ where,}$$

- V_S = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel;
- S_0 = The all India average wholesale price index for steel (M.S. Bars and rods) for the quarter preceding the date of opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi
- S_1 = The all India average wholesale price index for steel (M.S. Bars and Rods) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, New Delhi
- P_S = Percentage of steel component of the work

Note: For the application of this clause, index of M.S. Bars and Rods²² has been chosen to represent steel group.

Adjustment of Bitumen Component:

- (iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_B = 0.85 \times P_B / 100 \times R \times (B_1 - B_0) / B_0, \text{ Where}$$

- V_B = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate for bitumen

¹⁹ The Index numbers are available in the web site <http://labourbureau.nic.in/indtab.html>

²⁰ The index number are available in the web site <http://eaindustry.nic.in>

²¹ This may be changed to any other type of cement depending on the nature of work.

²² This may be changed depending on the major type of steel used depending on the nature of work.

- M_0 = The all India average wholesale price index for all commodities for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi
- M_1 = The all India average wholesale price index for all commodities for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi
- P_M = Percentage of other material component (Other than cement, steel, bitumen and Fuel and Lubricants) of the work.

The following percentages ²⁷ will govern the price adjustment for the entire contract. ²⁸

1.	Labour - P_L	 %
2.	Cement - P_C	 %
3.	Steel - P_S	 %
4.	Bitumen - P_B	 %
5.	Fuel and Lubricants - P_F ²⁹	 %
6.	Plant and Machinery Spares - P_P ³⁰	 %
7.	Other materials - P_M	 %
TOTAL		100 % ³¹ [40]

The liquidated damages for the whole of the works are Rs. 17,679.44/- (amount) per day ³² and that for the milestones are as under (0.1% of total amount) [41]

For Milestone 1:	Rs 8,299.36/- per day	
For Milestone 2:	Rs 16,598.73/- per day	/- per day
For Milestone 3:	Rs 25,149.60/- per day	

The maximum amount of liquidated damages for the whole of the works is Ten percent of final contract price. [42]

The amounts of the advance payment are:

<u>Nature of Advance</u>	<u>Amount (Rs.)</u>	<u>Conditions to be fulfilled</u>
1. Mobilization	5% of the Contract price	On submission of un-conditional Bank Guarantee. (to be drawn before end of 20% of Contract period)

(The advance payment will be paid to the Contractor no later than 30 days after fulfillment of the above conditions). [42]

Repayment of advance payment for mobilization

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price or Three ³³ months from the date of payment of first instalment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

²⁷ The percentages have to be approximately worked out on the estimates of cost and incorporated in the tender document before issue. It shall not be changed even if there is change of scope of work during execution.

²⁸ The components could be added or deleted or changed depending on the nature of the work.

²⁹ This could vary from 5% for normal works and 10% for highly mechanized operations in the work

³⁰ This could vary from 15% for normal works to 30% for highly mechanized operations in the work

³¹ The total of the percentages for the various components of the works should be 100.

³² The amount is usually computed on the basis of 0.1% of the contract price per day. The amount has to be specified as a round figure nearest to the hundred.

³³ To be filled up by the Employer before issue of the tender document; say 'Three or four months'

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SECTION 7: SPECIFICATIONS

As per specifications mentioned in BOQ

BRUHAT BANAGLORE MAHANAGARA PALIKE					
Executive Engineer Yelahanka Division					
Name of Work:-Comprehensive Developmental of Parks at GKV Layout in Kempegowda Ward no 01					
Schedule-B					
Sl No	Description of Work	Unit	Quantity as per Estimate	Rates in Rs. In Figures	Amount in Rs.
1	Dismantling barbed wire or flexible wirer rope in fencing including making rolls and stacking within 50m lead. including cost of materials, labour, HOM complete as per specifications.	Mtr	180.00		
2	KSRRB 200-8. Clearing and grubbing road land including uprooting rank vegetation, grass, brush, shrubs, saplings and trees of girth upto 300mm, by manual means, in area of light jungle, removal of stumps, disposal of unserviceable materials, stacking of serviceable materials labour charges complete as per specifications.	Sqm	9582.00		
3	KSRB 2-2.2 : Earthwork excavation for foundation of buildings, water supply, sanitary lines and electrical conduits either in pits or in trenches 1.5m and above in width, in hard soil not exceeding 1.5 m. in depth including dressing the bottom and sides of pits and trenches, stacking the excavated soil clear from edges of excavation with lead upto 50 m. after breaking of clods complete as per specifications.	Cum	951.00		
4	KSRB 4-1.2 : Providing and laying in position plain cement concrete of mix 1:3:6 with OPC cement @ 220kgs, with 40mm and down size graded granite metal coarse aggregates @0.892cum and fine aggregates @ 0.465cum machine mixed, machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation including cost of all materials, labour, HOM of machinery, curing complete as per specifications.	Cum	104.63		

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10	Fabricating, providing and erecting in position of MS Hot Dip Galvanised Sq. Hollow Poles of 132 X 132 Heavy gauge of length 3000mm with MS. Hot dip Galvanised grill work as per approved design and drawing of chief architect. Using 12 X 75mm galvanised flat for alround frame and 20 X 20mm galvanised forged design with square for vertical at 150mm c/c as shown in the drawing including providing forged ornamental arrowhead at top and bottom. The work is inclusive of throughing flat, square rods, placing welding all the joints, including grinding, finishing 2 coats of anticorrosive paint over one coat of metal primer. The rate is inclusive of all materials like MS. Hollow galvanized pipe, flats, forged square rods, cost of labour for all items of work cost painting, welding, cutting, grinding with all lead and lift as per specification including loading and unloading with cost and conveyance of all materials, labour, machinery and incidental charges for the successful completion of the work as per the direction of the Engineer-in-charge of the work. (Data Rate)	Sqm	1386.00		
11	Fabricating, providing and erecting in position Hot dip galvanised Gate. Using 72 X 72 X 4.8mm Sq. GI Pipe Frame with Top pipe bending in heavy duty hydraulic press with sand packing and hot bending to form double arch as per drawing profile, 20mm hot dip galvanised sq. rod for verticals at 150mm c/c, as shown in the drawing including providing hot dip galvanised forged ornamental design in between sq. rods and heads at top, middle and bottom. Intermediate supports of 75X12 mm and 50X6 mm arch bend to hot dip galvanised flats. The work is inclusive of throughing GI flat GI sq. rods, placing, welding all the joints including grinding, finishing metal putty, painting two coats enamel painting. The rate is inclusive of all materials like GI sq. pipe, GI sq. rods, GI forged designs etc, heavy duty hinges are made out of 75mm solid sq. block assembled with 20mm dia bearing in three places for each flop. Heavy Duty Locking arrangements at tow places including cost of labour, painting, erecting charges using hoist pulley cranes with all lead and lift, loading, transportation, unloading, scaffolding charges and all other incidental charges for successful completion of the work as per directions of the Engineer-in-charge of the work. (Data Rate)	Sqm	45.00		

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17	KSRB 14.6-1: Providing & laying heavy duty cobble stones 60mm thick interlock pavers, using cement & course sand for manufacture of blocks of approved size, shape and colour with a minimum compressive strength of 281 kg per sqm over 50mm thick sand bed (Avg thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level, including cost of materials, labour and HOM of machineries complete as per specifications. Specification No. KBS	Sqm	1877.50		
18	Providing and fixing pre cast solid cement concrete kerb stones made out of C.C. 1:2:4 with top and bottom width 114 and 165 mm respectively, 400mm high and 450mm in length finished with CM 1:3 plastering and finishing cutting, including form work, curing, including cost of all materials, labour, hire charges of machinery, loading, unloading, lead and lift, transportation etc., complete.	Nos	7415.56		
19	KSRRB 800-1. Painting two coats after filling the surface with synthetic enamel paint in approved shades on new plastered concrete surfaces, with materials, labour complete as per specifications.	Sqm	525.70		
20	Supplying and Fixing of Garbage bins rectangular with permanent structure series without arch 100litre capacity approved by Engineer in charge	Nos	3.00		
21	Executive bench made out of sadaralli grey stone with hand suport 3 line finishing with arch desiagn with 100cm slabs height 90% length 45cms (data approved rate)	Nos	44.00		

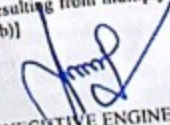
SECTION 8: DRAWINGS
(Enclosed)
SECTION 9: BILL OF QUANTITIES

- (1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2)
- (2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.
- (3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern.
- (4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]
- (5) GST will be paid separately to the Tendered Amount

[ITT Clause 24.1(a)]


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SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: [name of Employer]
..... [address of Employer]

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. dated : to execute [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract,

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. [amount of guarantee] Rupees [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee]³⁸ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

³⁸ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

³⁹ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

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